

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DEAN PERSELLO,

Plaintiff(s),

v.

NCO FINANCIAL SYSTEMS, INC.,

Defendant(s).

Case No. 2:11-cv-03075-CDJ

OFFER OF JUDGMENT

DATE: September 1, 2011

TO: Dean Persello, (hereinafter "Plaintiff"), by and through Plaintiff's attorney, Craig Thor Kimmel, Kimmel & Silverman, P.C., 30 E. Butler Pike, Ambler, PA 19002.

Pursuant to Fed. R. Civ. P. 68, Defendant, NCO Financial Systems, Inc., (hereinafter "NCO") hereby offers to allow judgment to be taken against it in favor of Plaintiff, as follows:

1. Judgment shall be entered against NCO for damages in the total amount of Seven Hundred Fifty and No/100 Dollars (\$750) for damages incurred by Plaintiff as a result of NCO's alleged violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.*;
2. In addition, the Judgment entered shall include an additional amount for Plaintiff's reasonable costs and attorney's fees accrued through the date of service of this Offer of Judgment either: 1) as agreed to by counsel for the parties; or 2) in the event counsel cannot agree, as determined by the Court upon application by Plaintiff's counsel;
3. The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiffs against NCO, said judgment shall have no effect whatsoever except in settlement of those claims;

4. This Offer of Judgment is made solely for the purposes specified in Fed. R. Civ. P. 68, and is not to be construed either as an admission that NCO is liable in this action, or that Plaintiff has suffered any damage;
5. In accordance with Fed. R. Civ. P. 68, if this Offer of Judgment is not accepted by Plaintiff within 14 days after service of the Offer, the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If this Offer of Judgment is not accepted by Plaintiff and the judgment finally obtained by Plaintiff is not more favorable than this Offer, the Plaintiff must pay his costs incurred after making this Offer, as well as the costs of NCO as allowed by the law of this Circuit.

ACCEPTED: _____

Plaintiff

DATE: _____

9/1/11

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been forwarded to all counsel of record _____ by hand; _____ by ECF/CM; _____ by fax; X by e-mail; _____ by FedEx; _____ by placing a copy of same in the U.S. Mail, postage prepaid this 1st day of September 2011.

/s/ Ross S. Enders

Attorney

Respectfully submitted,

/s/ Ross S. Enders

Ross S. Enders, Esq.

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Attorneys for Defendant,

NCO Financial Systems, Inc.